

# FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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HOUSTON  
WASHINGTON, D.C.  
AUSTIN  
SAN ANTONIO  
DALLAS  
NEW YORK  
LOS ANGELES  
LONDON  
HONG KONG

November 2, 1999

Re: Secondary Documents to Primary Document No. 19626

Surface Transportation Board  
1925 K Street N.W., Suite 700  
Washington, D.C. 20423

RECORDATION NO. 19626-HI FILED

NOV 3 '99

12-30PM

Dear Sirs:

Pursuant to the provisions of 49 U.S.C. § 11301 and 49 C.F.R. Part 1177, enclosed please find duplicate originals of two secondary documents described below for recordation at the Surface Transportation Board. The primary document is an Equipment Lease Agreement filed on September 19, 1995 under Primary Document No. 19626.

- (i) Secondary Document - Lease Supplement No. 4 dated October 20, 1999.  
The names and addresses of the parties to this document are:

Lessor: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890-0001

Lessee: Solvay Polymers, Inc.  
333 Richmond Avenue  
Houston, Texas 77098

A short summary of the document to appear in the index follows:

Supplement to Equipment Lease Agreement between  
Wilmington Trust Company, as lessor, and Solvay Polymers,  
Inc., as lessee, dated as of September 1, 1995.

- (ii) Secondary Document - Indenture Supplement No. 4 dated October 20, 1999.

The name and address of the party to this document is:

Surface Transportation Board  
November 2, 1999  
Page 2

Indenture Trustee: State Street Bank and Trust Company  
(successor to Fleet National Bank, formerly  
known as Fleet National Bank of Connecticut,  
formerly known as Shawmut Bank Connecticut,  
National Association)  
Goodwin Square  
225 Asylum Street  
Hartford, Connecticut 06103

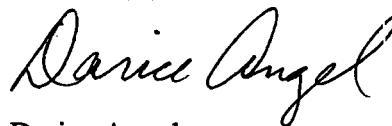
A short summary of the document to appear in the index follows:

Supplement to Trust Indenture and Security Agreement  
between Wilmington Trust Company, as owner trustee, and  
State Street Bank & Trust Company, as indenture trustee,  
dated as of September 1, 1995.

According to our records, Primary Document No. 19626 currently has seven secondary documents on file. Assuming that our records are correct, the enclosed Lease Supplement No. 4 should be recorded as 19626-H and the Indenture Supplement No. 4 should be recorded as 19626-I.

Also enclosed is a check in the amount of \$52.00 in payment of the filing fees. Please file-stamp and return the additional copies of each document presented for recordation. I would appreciate it if you would also stamp the recordation information on the enclosed copy of this transmittal letter. Should you have any questions or require further information, please do not hesitate to contact me at (713) 651-5558.

Very truly yours,



Darice Angel  
Senior Legal Assistant

Enclosures  
Via Hand Delivery  
cc: Jay Olmstead (w/o enclosures) (Firm)

RECORDATION NO. 19626-H

FILED

NOV 3 '99

12-30PM

LEASE SUPPLEMENT NO. 4

(Solvay Polymers Equipment Trust 1995)

Dated as of October 20, 1999

Between

**WILMINGTON TRUST COMPANY,**

not in its individual capacity, except as otherwise expressly  
provided for in the Lease, but solely as trustee under the Trust Agreement  
dated as of September 1, 1995, between the Owner Participant and  
Wilmington Trust Company in its individual capacity

**Lessor,**

and

**SOLVAY POLYMERS, INC.,**

**Lessee**

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FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT  
TO 49.U.S.C. § 11301 ON NOVEMBER \_\_, 1999, AT \_\_\_\_ M. RECORDATION  
NUMBER: \_\_\_\_ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR  
GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA  
TRANSPORTATION ACT ON NOVEMBER \_\_, 1999, AT \_\_\_\_ M.

LEASE SUPPLEMENT NO. 4  
(Solvay Polymers Equipment Trust 1995)

RECORDATION NO. \_\_\_\_\_ FILED

NOV 3 '99

12-30PM

This LEASE SUPPLEMENT NO. 4, dated as of October 20, 1999, is entered into between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof (the "Owner Trustee"), and Solvay Polymers, Inc., a Delaware corporation.

A. The Lessor and the Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of September 1, 1995, among Solvay Polymers, Inc., Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. On July 8, 1998, an Event of Loss occurred to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee has paid the amount of \$70,086.95 as the Stipulated Loss Value of the Lost Equipment and fulfilled its SLV Obligations.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;
- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

- (iv) Schedule II hereto set forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under Lease Supplement No. 1, dated September 29, 1995.

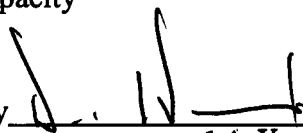
4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

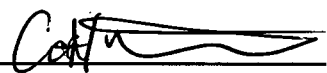
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,  
not in its individual capacity, except as otherwise  
expressly provided for in the Lease, but solely as  
trustee under the Trust Agreement dated as of  
September 1, 1995, between the Owner Participant  
and Wilmington Trust Company in its individual  
capacity

By   
Name: David A. Vanaskey, Jr.  
Title: Vice President

SOLVAY POLYMERS, INC.


By   
Gary N. Miertschin  
Vice President - Commercial Operations

Attachment

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE           §  
  §  
COUNTY OF NEWCASTLE       §

On this 27 day of October, 1999, before me personally appeared **DAVID A. VANASKEY, JR.**, to me known, who, being by me duly sworn, did depose and say that he resides at No. 412 STARR RT. CHILDS, MD.; that he is a Vice President of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

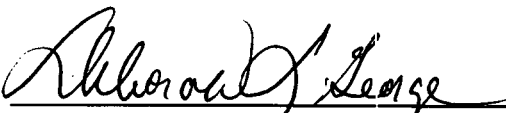
  
\_\_\_\_\_  
Notary Public in and for  
the State of Delaware

My Commission Expires:  
**DEBORAH L. GEORGE**  
NOTARY PUBLIC  
My Commission Expires November 21, 1999

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE           §  
  §  
COUNTY OF NEWCASTLE       §

On this 27 day of October, 1999, before me personally appeared **DAVID A. VANASKEY, JR.** of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on October 27, 1999, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

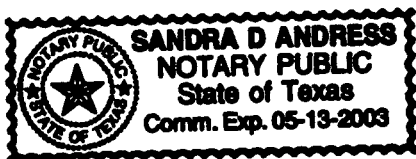
  
\_\_\_\_\_  
Notary Public in and for  
the State of Delaware

My Commission Expires:  
**DEBORAH L. GEORGE**  
NOTARY PUBLIC  
My Commission Expires November 21, 1999

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on October 22, 1999, by Gary N. Miertschin, Vice President - Commercial Operations of SOLVAY POLYMERS, INC., a Delaware corporation.

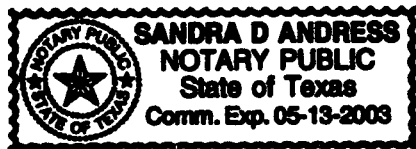


Sandra D. Address  
Notary Public in and for  
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS           §  
                                  §  
COUNTY OF HARRIS       §

On this 22<sup>nd</sup> day of October, 1999, before me personally appeared Gary D. Miertschin, to me personally known, being by me duly sworn, says that he is the Vice President - Commercial Operations of SOLVAY POLYMERS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on October 22<sup>nd</sup>, 1999, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Sandra D. Address  
Notary Public in and for  
the State of Texas

SCHEDULE I

to

LEASE SUPPLEMENT NO. 4

(Solvay Polymers Equipment Trust 1995)

Description of the Lost Equipment:

One Center Flow® covered hopper rail car of 5,800 cubic foot capacity initialed ELTX and numbered 4046, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.



**SCHEDULE II TO LEASE SUPPLEMENT NO. 4**  
**(Solvay Polymers Equipment Trust 1995)**

**09/29/95 Funding**

\$6,493,113.00 :Original Equip. Cost (99 Remaining Cars)

100 :Original Car Count

99 :Revised Car Count

	Date	Total Rent %	Advance Rent %	Arrears Rent %	Advance Rent \$	Arrears Rent \$	Total Rent \$
7	01/01/99	4.31523906	4.31523906		280,193.35	0.00	283,023.58
8	07/01/99	2.50760608		2.50760608	0.00	162,821.70	162,821.70
9	01/01/00	4.38074311	4.38074311		284,446.60	0.00	284,446.60
10	07/01/00	2.43717613		2.43717613	0.00	158,248.60	158,248.60
11	01/01/01	4.45117306	4.45117306		289,019.70	0.00	289,019.70
12	07/01/01	2.36144984		2.36144984	0.00	153,331.61	153,331.61
13	01/01/02	4.52689935	4.52689935		293,936.69	0.00	293,936.69
14	07/01/02	2.28002894		2.28002894	0.00	148,044.86	148,044.86
15	01/01/03	4.60832025	4.60832025		299,223.44	0.00	299,223.44
16	07/01/03	2.19248519		2.19248519	0.00	142,360.54	142,360.54
17	01/01/04	4.69586400	4.69586400		304,907.76	0.00	304,907.76
18	07/01/04	2.11525330		2.11525330	0.00	137,345.79	137,345.79
19	01/01/05	4.77309589	4.77309589		309,922.51	0.00	309,922.51
20	07/01/05	2.05313207		2.05313207	0.00	133,312.19	133,312.19
21	01/01/06	6.36596138	6.36596138		413,349.07	0.00	413,349.07
22	07/01/06	1.93093570		1.93093570	0.00	125,377.84	125,377.84
23	01/01/07	6.48815776	6.48815776		421,283.41	0.00	421,283.41
24	07/01/07	1.80318989		1.80318989	0.00	117,083.16	117,083.16
25	01/01/08	6.61590357	6.61590357		429,578.09	0.00	429,578.09
26	07/01/08	1.62223185		1.62223185	0.00	105,333.35	105,333.35
27	01/01/09	6.79686161	6.79686161		441,327.90	0.00	441,327.90
28	07/01/09	1.42766577		1.42766577	0.00	92,699.95	92,699.95
29	01/01/10	6.99142768	6.99142768		453,961.30	0.00	453,961.30
30	07/01/10	1.21846832		1.21846832	0.00	79,116.52	79,116.52
31	01/01/11	7.20062513	7.20062513		467,544.73	0.00	467,544.73
32	07/01/11	0.99353923		0.99353923	0.00	64,511.62	64,511.62
33	01/01/12	7.42555423	7.42555423		482,149.63	0.00	482,149.63
34	07/01/12	0.89132099		0.89132099	0.00	57,874.48	57,874.48
35	01/01/13	7.52777246	7.52777246		488,786.77	0.00	488,786.77
36	07/01/13	7.52777246	7.03589471	0.49187775	456,848.59	31,938.18	488,786.77
37	01/01/14	0.89132099	0.89132099		57,874.48	0.00	57,874.48
38	07/01/14	1.00741820		1.00741820	0.00	65,412.80	65,412.80
39	01/01/15	7.41167525	7.41167525		481,248.45	0.00	481,248.45
40	07/01/15	0.64615567		0.64615567	0.00	41,955.62	41,955.62
41	01/01/16	7.77293778	7.77293778		504,705.63	0.00	504,705.63
42	07/01/16	8.34027940		8.34027940	0.00	541,543.77	541,543.77
43	01/01/17	0.07881405	0.07881405		5,117.49	0.00	5,117.49
44	07/01/17	2.17493248		2.17493248	0.00	141,220.82	141,220.82
					0.00	0.00	